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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

BRADFORD TECHNOLOGIES, INC.,

Plaintiff,

v.

NCV SOFTWARE.com, et al.,

Defendants.

Case No. 3:11-CV-04621 (EDL)

**STIPULATION AND ORDER TO
DISMISS WITH PREJUDICE
PLAINTIFF'S COPYRIGHT
INFRINGEMENT CLAIM FOR
RELIEF FROM FIRST AMENDED
COMPLAINT**

1 WHEREAS, Plaintiff Bradford Technologies, Inc. ("Plaintiff") and Defendants Metro
2 National Financial, LLC ("Metro Financial"), Karma Technologies, LLC ("Karma"), Rodney
3 Newman ("Newman"), John David Biggers ("Biggers") and NCV Software (collectively,
4 "Defendants"), have agreed to a dismissal with prejudice of the copyright infringement claim for
5 relief from Plaintiff's First Amended Complaint;

6 WHEREAS, Plaintiff did not file for copyright protection before filing the instant
7 lawsuit, which bars the copyright infringement claim for relief;

8 WHEREAS, a unilateral dismissal of less than all of the claims involved cannot be
9 accomplished under Federal Rule of Civil Procedure 41(a) unless a stipulation is signed by all
10 parties to the action, or by order of court. *Wilson v. Crouse-Hinds Co.*, 556 F.2d 870 (1977, CA8
11 Iowa).

12 IT IS HEREBY STIPULATED and AGREED by and between the foregoing parties in
13 this matter, through their respective counsel of record, as follows:

14 1. Plaintiff's Copyright Infringement claim for relief, included in paragraphs 61
15 through 75, shall be, and hereby is, dismissed with prejudice from Plaintiff's First Amended
16 Complaint.

17 **IT IS SO STIPULATED.**

18 Dated: December 5, 2012

THE HERITAGE LAW GROUP

19 By: /s/ Roger D. Wintle

20 Attorneys for Plaintiff: Bradford Technologies, Inc.

21 Dated: December 5, 2012

ANDERSON & KARRENBURG, P.C.

22 By: /s/ Heather M. Sneddon

23 - and -

24 **GREENBERG TRAURIG, LLP**

25 Kurt A. Kappes

26 Michael D. Lane

27 Gregory G. Sperla

28 Attorneys for Defendants

METRO NATIONAL FINANCIAL, LLC
KARMA TECHNOLOGIES, LLC
RODNEY NEWMAN
JOHN DAVID BIGGERS
NCV SOFTWARE

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: December 5, 2012


ELIZABETH D. LAPORTE
United States Magistrate Judge